

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

**NORTH AVENUE CAPITAL,
LLC, et al,**

Plaintiffs,

V.

UNITED STATES OF AMERICA,
et al,

Defendants.

* * * * *

MEMORANDUM OPINION & ORDER

On January 24, 2023, Plaintiffs North Avenue Capital, LLC and Newtek Small Business Finance, LLC (collectively, “Plaintiffs”), along with Defendant AILCO Equipment Finance Group, Inc. (“Defendant AILCO”), filed a Stipulation of Dismissal Without Prejudice (“the Stipulation”) as to Defendant AILCO. (ECF No. 41). In the Stipulation, Plaintiffs and Defendant AILCO assert Federal Rule of Civil Procedure 41(a)(1)(A)(ii) as the authority permitting the Stipulation. That Rule permits a plaintiff to voluntarily dismiss a case without a court order if the plaintiff files “a stipulation of dismissal signed by *all parties who have appeared.*” Fed. R. Civ. P. 41(a)(1)(A)(ii) (emphasis added).

The Stipulation has been signed by counsel for Plaintiffs and by Defendant AILCO's president, Derek Smith. However, as recognized within the Stipulation, several other Defendants have appeared in this case with counsel. Therefore, without the signature of *each* party who has appeared in this case thus far, the Stipulation does not comply with Federal Rule 41(a)(1)(A)(ii) and fails to voluntarily dismiss Defendant AILCO. Accordingly, if Plaintiffs wish to voluntarily

dismiss Defendant AILCO from the case *sub judice*, Plaintiffs are **ORDERED** to comply with the Federal Rules of Civil Procedure.

Date: January 24, 2023

/s/
J. Mark Coulson
United States Magistrate Judge